



**Shelby County
Tennessee**

MARK H. LUTTRELL JR., MAYOR

REQUEST FOR QUOTATION

BID DESCRIPTION: FUEL, GASOLINE & DIESEL

COMMODITY: 405-09 FUEL, DIESEL
405-15 FUEL, GASOLINE
(Code No. and Description)

BID NUMBER: SEALED BID I000378
(Sealed Bid or Regular Bid)

DUE DATE: 2:30 P.M. Thursday 04/14/2016
(TIME) (DAY) (DATE)

☒ ORIGINAL SPECIFICATIONS ☐ (REVISED) SPECIFICATIONS

160 NORTH MAIN STREET, MEMPHIS, TENNESSEE 38103

SEALED BID #I000378
DUE DATE: 4/14/2016
BUYER: B. BRENNER

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 222-2250



SECTION I
NOTICE TO BIDDERS

Shelby County
Tennessee

MARK H. LUTTRELL, JR., MAYOR

March 21, 2016

Gentlemen:

Attached is our request for quotation, **Sealed Bid Number I000378** for, **FUEL, GASOLINE & DIESEL.**

You will note that your bid is due no later than **2:30 P.M. Thursday, 4/14/16** in the office of the Administrator of Purchasing, 160 North Main Street, Suite 900, Memphis, TN 38103.

This bid will be opened and publicly read by the Shelby County Government at the time mentioned above in the Purchasing Department, Suite 900, 160 North Main Street, Memphis, TN 38103.

A consideration in determining the best low bid will be the bidder's local presence or ownership within Shelby County.

As a condition precedent to bidding, bidders shall have received a current "Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid submission.

To receive an E.O.C. Eligibility Number, specific information must be received by the Shelby County Office of E.O.C at least 48 hours prior to the bid opening. To verify your E.O.C. Number or receive information for obtaining a number, contact the Office of E.O.C., (901) 222-1100.

THE LABEL, WHICH IS ATTACHED TO THE SPECIFICATIONS SHALL BE COMPLETELY FILLED OUT AND ATTACHED TO THE BID SUBMISSION ENVELOPE. YOU MUST DISPLAY YOUR CURRENT E.O.C. ELIGIBILITY NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. UNLESS THE LABEL IS COMPLETELY FILLED OUT AND YOUR CURRENT CERTIFICATION NUMBER OR ELIGIBILITY NUMBER IS NOTED THEREON, YOUR BID WILL BE RETURNED TO YOU UNOPENED. SHOULD YOUR LABEL BE LOST OR MISPLACED, PLEASE NOTE THE APPROPRIATE INFORMATION IN THE LOWER LEFT-HAND CORNER OF YOUR ENVELOPE.

The Shelby County Government reserves the right to reject any or all bids and to waive any informality therein.

If there are any questions on the above bid, please contact **BOB BRENNER** in the Purchasing Department at (901) 222-2257.

Sincerely,

Clifton Davis

Administrator of Purchasing

ATTACHMENTS:

SECTION I NOTICE TO BIDDER(S)

SECTION II GENERAL TERMS &: CONDITIONS

SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS

SECTION IV QUOTATION/BID RESPONSE FORM



SEALED BID #I000378
DUE DATE: 04/14/2016
BUYER: B. BRENNER

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
901-222-2250



SECTION II
GENERAL TERMS & CONDITIONS

1.0 PREPARATION AND SUBMISSION OF BIDS:

- 1.1 All information requested of the vendor shall be entered in the appropriate space on the Bid Response Forms. Failure to do so may disqualify the bid.
- 1.2 All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of a bid. Corrections shall be initialed in ink by the person signing the bid.
- 1.3 Corrections or modifications received after the closing time specified in the bid will not be accepted.
- 1.4 The vendor must provide its Federal Identification Number. Failure to provide this number could result in a 20% withholding of payment for any orders placed against this bid.
- 1.5 All bids shall be signed by an authorized officer or employee of the bidder.
- 1.6 Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic or telephone bids will be accepted.
- 1.7 As a condition precedent to bidding, bidders shall have received a current "Shelby County Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid envelope submitted.
- 1.8 Submit bids in a sealed envelope with (1) your company's name and address, (2) the sealed bid number, (3) the closing time and due date of the bid, and (4) your company's current E.O.C. Eligibility Number shown on the outside.
- 1.9 The Bid Response Forms must be completed in full for a bid to be considered for award. Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating bids; however, the County reserves the right to reject or accept for consideration, during evaluation of bids, and additional information the bidder submits, and may reject or accept minor variations when evaluating bids.

CRITERIA AND CONDITIONS OF AWARD:

The County reserves the right to: (1) award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) reject any or all bids, or any part thereof, (3) waive any informality in the bids, and (4) accept the bid that is in the best interest of the County. The Purchasing

Administrator's decision shall be final.

If the vendor cannot accept an award of only some items included in its bid, the vendor must stipulate in writing an exception to the award of individual items by stating "All or None" in the bid.

An award may be made based on the following factors:

Best/Low Bid meeting specifications;
Previous Vendor Performance History;
Delivery Time Quoted;
Vendor's local presence or ownership in Shelby County.

Shelby County Government reserves the right to alter, amend, or modify any provisions of the bid, or to withdraw this bid, at any time prior to the award of a contract pursuant hereto.

3.0 SPECIFICATIONS:

- 3.1 These specifications are not intentionally written for any one manufacturer and are for the purpose of indicating general size, type, and description of the items needed.
- 3.2 Any responsible bidder who considers these specifications to be of a non-competitive nature should immediately contact the Purchasing Administrator.
- 3.3 The Administrator of Purchasing hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.4 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 3.5 Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

4.0 PRICING, TERMS & DELIVERY:

- 4.1 Prompt payment discounts shall be considered in the evaluation of bids. Prices will be considered as net if no cash discount is shown.
- 4.2 Shelby County Government reserves the right to accept any prompt payment discount offered by the

successful bidder; however, for purposes of the discount, the due date will be computed from the date of receipt of a properly and correctly submitted invoice, receipt of shipment, or acceptance of shipment, whichever is later to occur.

- 4.3 Time of delivery may be a consideration in the award of this bid.
- 4.4 Time of delivery shall be stated as the number of calendar days from receipt of the order by the vendor to receipt of the goods or services by the County.
- 4.5 All deliveries shall be F.O.B. inside or at the Shelby County Department location specified in the bid. No additional charges for delivery shall be allowed.

5.0 LIABILITIES:

- 5.1 The vendor shall hold the County, its elected officials, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention incorporated into any item provided to the County pursuant to this bid, and agrees to defend, at its own expense, any and all action brought against the County because of the unauthorized use of such items.
- 5.2 Shelby County Government, as a subdivision of the State Of Tennessee, cannot indemnify or hold harmless any vendor, supplier, contractor, etc. against claims of a third party or parties.

6.0 GRATUITIES:

- 6.1 Shelby County Government may, by written notice to the bidder, cancel any contract purchase order resulting from the bid without liability if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by, the bidder, or any agent or representative of the bidder, to any official or employee of the County with the intent of securing a contract, or securing favorable treatment with respect to such a contract. In the event the contract purchase order is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of

the cost incurred by the bidder in providing such gratuities.

7.0 CONFLICT OF INTEREST:

- 7.1 No part of the total contract purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of Shelby County Government as wages, compensation, or gifts in exchange for acting as official agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, bids submitted by Shelby County employees or elected officials will not be accepted.

8.0 SAMPLES:

- 8.1 Samples of articles, when required, shall be furnished free of cost to the County.
- 8.2 Samples of articles submitted may be retained for future comparison.
- 8.3 Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at the vendor's expense.

9.0 TAXES:

- 9.1 The vendor should include in its bid price to the County all applicable taxes it will incur for supplying the goods or services to the County that are payable by the County. However, the vendor shall not include any sales, use or federal excise tax to be collected from the County since the County is tax exempt from such taxes.
- 9.2 Items purchased for resale will show the County's resale permit number on the purchase order.
- 9.3 Exemption certificates will be furnished upon request.

10.0 BRAND NAMES:

- 10.1 Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- 10.2 "Or Equal" items will be considered, provided the vendor clearly describes the substitute item, including the brand name, part number, and level of quality of the substitute item(s). The determination of the Purchasing Administrator to accept or reject

- the substitute item(s) shall be final and conclusive.
- 10.3 When no substitution is specified by the bidder, the vendor's bid is presumed to conform to the items specified in the bid.
- 10.4 BID PROPOSALS BASED ON ITEMS OTHER THAN THOSE SPECIFIED BY BRAND NAMES IN THE BID. Any items other than those brands specified in the bid specifications require approval of the Purchasing Administrator. The items offered must be equivalent as to function, basic design, type and quality of materials, method of construction and any required dimensions.

11.0 DEFAULT BY BIDDER:

- 11.1 In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Administrator.

12.0 CONTRACTS, LEASES, LEASE-PURCHASE:

- 12.1 When required, contracts or leases must be approved by the Shelby County Contracts Administration Department.
- 12.2 Shelby County Government will not accept language in any contract that limits or attempts to limit liability for breach of contract or negligence by the vendor.

13.0 BID BONDS AND INSURANCE:

- 13.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required. When a Cashier's Check is submitted in lieu of a Bond, and the bidder is one of the three (3) low bidders, the check may be retained until a contract is signed with the successful bidder.
- 13.2 When required, bidders must supply certificates of insurance or bonds through a company that is authorized to do business in the State of Tennessee, and such insurance or bond is subject to final approval by the Shelby County Risk Management Department.

14.0 FIRM PRICES:

- 14.1 Unless otherwise required in Section III of the bid, all prices quoted will be firm for a minimum of thirty (30) days from the bid opening date.

15.0 COUNTY COMMISSION APPROVAL:

- 15.1 If the award of this bid exceeds \$50,000, or involves a Capital Improvement Project (C.I.P.), as defined by the County, such award will require approval by the Shelby County Board of Commissioners. This procedure could delay an award for a period of 30 to 60 days, or more, after the bid opening date.

16.0 THIRD PARTY ASSIGNMENT:

- 16.1 There shall be no assignments whatsoever to third parties, financial or otherwise, unless expressly agreed to by Shelby County Government in a separate written agreement. Any assignment or attempted assignment of any nature to third parties, without the consent of the County, shall be cause for termination of the contract at the option of the County.

17.0 AUTHORITY TO AWARD BID:

- 17.1 The award of this bid to the successful bidder(s) shall be governed by the laws of the State of Tennessee. The County will obtain all appropriate authority to award the bid and to enter into a contract.

18.0 LATE DELIVERY:

- 18.1 The vendor shall not be responsible for failure to deliver materials or render services due to strikes, flood, or fire.
- 18.2 Shelby County Government has the authority to cancel any and all orders issued under this bid if the vendor fails to deliver timely.

19.0 LIEN, CLAIMS OR ENCUMBRANCE:

- 19.1 The vendor agrees that all goods and materials delivered pursuant to this bid shall be free of any lien, claim or encumbrance.

20.0 AUDIT AND INSPECTION OF PREMISES:

- 20.1 All bidders, by bidding, agree that an official of the Purchasing Department shall be allowed to inspect the bidder's premises to verify its qualifications as a bidder.

- 20.2 The successful bidder shall agree to audits by an official of the Purchasing Department or the County's Internal Audit Department if, during the period of the contract or bid award, such an audit is deemed necessary.
- 21.0 **DOCUMENTS INCLUDED IN CONTRACT:**
- 21.1 The specifications, terms and conditions, and detailed requirements contained in this bid shall be incorporated into and become a part of any contract or purchase order that results from this bid.
- 22.0 **INSPECTION:**
- 22.1 All shipments are subject to inspection prior to acceptance. If an inspection reveals that the delivered item(s) do not meet the bid specifications, Shelby County has the right to cancel the order and return said item(s) to the vendor at the vendor's expense.
- 23.0 **MATERIAL SAFETY DATA SHEETS:**
- 23.1 As a condition to bid award, if item(s) contained in this bid require Material Safety Data Sheets, the successful bidder shall provide data sheets at the time of delivery.
- 24.0 **SHELBY COUNTY BUSINESS TAX LICENSE:**
- 24.1 Firms located within the boundaries of Shelby County, Tennessee are required to have a current Shelby County Business License issued by the Business Tax Division of the Shelby County Clerk's Office or be considered exempt from the license requirement by the County Clerk's Office.
- 24.2 Successful bidders may be required to furnish a copy of their current Shelby County Business License prior to the award of this bid, or any part thereof.
- 25.0 **PURCHASES BY MUNICIPALITIES AND OTHER GOVERNMENTAL AGENCIES/ENTITIES:**
- 25.1 On bids issued to establish a source of supply for estimated requirements for Shelby County Government, bidders are requested to indicate in their bid responses whether they will allow purchases by other municipalities or governmental agencies or entities within the boundaries of Shelby County, Tennessee at the offered prices offered to Shelby County. The decision to do so shall be at the option of the bidder.
- 25.2 Purchases by local municipalities or other governmental agencies or entities shall be at the option of such municipalities, agencies, or entities.
- 26.0 **PURCHASES FROM STATE OF TENNESSEE CONTRACT:**
- 26.1 Shelby County Government reserves the right to purchase item(s) specified in this bid pursuant to the State of Tennessee Statewide Contracts, or the contracts of any other governmental agencies if it is considered in the best interest of Shelby County Government. Purchases from these contracts are authorized by Shelby County Code, Sec. 2-57 (10) (B).
- 27.0 **DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:**
- 27.1 Bidders are advised that T.C.A 10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information that is submitted by the vendor, whether or not identified in a bid response as proprietary or confidential, is therefore subject to inspection, and Shelby County assumes no liability for any information disclosed pursuant to a request under T.C.A 10-7-503(a).
- 28.0 **TERMINATION OF AWARD OR CONTRACT:**
- 28.1 It shall be cause for the immediate termination of any award or contract that may be entered into as a result of this bid if, after award or contract execution, the County determines that either the vendor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including, but not limited to, rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- 29.0 **NON-DISCRIMINATION - TITLE VI:**
- 29.1 The vendor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other Federal statutory laws

which provide, in whole or in part, that no person on the grounds of handicap, age, race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of a contract or purchase order. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

30.0 NON-DISCRIMINATION - TITLE VII:

30.1 The vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

31.0 NON-DISCRIMINATION - TITLE II:

31.1 The vendor agrees to comply with the provisions of Title II, which prohibits discrimination on the basis of disability by public entities. All governmental activities of public entities are covered, even if they are carried out by a vendor. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

32.0 EMPLOYMENT ELIGIBILITY VERIFICATION:

32.1 The Immigration and Naturalization Service's regulations require all employers to complete Forms I-9 as evidence of verification of identity and employment eligibility of each employee hired after November 6, 1986. The vendor, by submission of its bid, acknowledges that it is in compliance with said regulations and shall upon request show proof of same.

33.0 LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS

33.1 (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid

or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

SEALED BID #I000378
DUE DATE: 04/14/2016
BUYER: B.BRENNER

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 222-2250



SECTION III
DETAILED REQUIREMENTS/SPECIFICATIONS

SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS

These detailed requirements and specifications shall become a part of and included in any contract or purchase order resulting from any award.

1.0 These specifications are not intentionally written around any one manufacturer and are only for the purpose of indicating generally the type of work required of said bid items.

1.1 Any responsible bidder who considers these specification to be of a non-competitive nature should immediately contact the Buyer listed in this bid.

2.0 BONDS/INSURANCE REQUIREMENTS

Bonds - N/A
Insurance -

Requirements. The Contractor shall provide evidence of the following insurance coverage:

a. The Contractor shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Contractor or subcontractor may be liable.

b. The insurance required shall be written for not less than any limits of liability specified or required by federal, state and local regulations, whichever is greater. The Contractor will maintain throughout the life of this Contract insurance, through insurers rated A-:X or better by A.M. Best, in the following minimum requirements:

1) Commercial General Liability Insurance - \$1,000,000.00 limit per occurrence for bodily injury and property damage/ \$1,000,000.00 personal and advertising injury/ \$2,000,000.00 General Aggregate/ \$2,000,000.00 Products-Completed Operations aggregate. The insurance shall include coverage for the following:

- a. Premises/Operations
- b. Products/Completed Operations
- c. Personal Injury
- d. XCU coverage, where applicable
- e. Contractual Liability
- f. Independent contractors
- g. Broad Form Property Damage
- h. Pollution Liability, minimum of \$1,000,000 per claim

2) Worker's compensation coverage as required by statute of the State of Tennessee and Employer's Liability no less than \$1,000,000.00 or as required by the State of Tennessee, whichever is greater. Waiver of subrogation in favor of Shelby County Government will be attached.

3) Business Automobile Liability with minimum limit of \$1,000,000.00 single limit for all owned/leased, hired and non-owned autos. Coverage is to include pollution endorsement.

c. The Contractor shall provide the County with a current Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal certificates on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 900
Memphis, TN 38103

d. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Contractor shall purchase an extended reporting endorsement and furnish evidence of same to the County.

e. Shelby County Government, its elected officials, officers, employees and appointees shall be named as additional insureds on commercial general liability and business auto liability.

f. All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided and ten(10)days notice applicable to non-payment of premium. If insurer is not required by the policy terms and conditions to provide such written notice of

cancellation to Shelby County, the Contractor shall provide immediate notice to Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 900, Memphis, TN 38103 and provide evidence of replacement coverage with no lapse.

g. All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

3.0 WARRANTIES

The bidder must warrant that the items listed in this bid will conform to applicable specifications, instructions and samples, will be merchantable, of good material and workmanship, free from defects, and will be fit and sufficient for the purpose intended. Payment for, inspection of, or receipt of items will not constitute a waiver or any breach of warranty.

4.0 LITERATURE REQUIREMENTS

N/A

5.0 MANUAL REQUIRED OF SUCCESSFUL BIDDER

N/A

6.0 DEVIATIONS TO SPECIFICATIONS

No substitutes from specifications will be permitted

7.0 SPECIAL PACKING

N/A

8.0 ANY SPECIAL DELIVERY OR COMPLETION REQUIREMENTS:

See "Notes" in bid response section.

9.0 FIRM PRICES

Price basis quoted in this bid shall fluctuate daily based on the published daily rack price for Memphis, Tennessee from the OPIS Report from your designated refinery. The per gallon Fuel Adjustment Factor which indicates the increase or decrease to the published fuel rack price shall remain constant for the term of the contract.

10.0 DO YOU NEED ANY SPECIAL REFERENCE TO PUBLICATIONS OR

STANDARDS:

See Specifications

11.0 RIGHTS OF INSPECTION AND/OR SAMPLING

Any/all items delivered as a result of award of this bid shall be new and unused and have been completely serviced by the successful bidder and be ready for inspection at the time of delivery. Final acceptance will be determined by the inspection of items by Shelby County.

12.0 AWARD - ANY SPECIAL INSTRUCTION - AS TO TOTAL LOW, INDIVIDUAL PRICING, ETC,

Shelby County reserves the right to reject all bids, or any part thereof; waive any informality in the bids, to make an award in the best interest of the County, and to request a hands-on demonstration of the bids items proposed.

12.1 Shelby County Government reserves the right to award this bid on the basis of individual items, groups of items or the entire list of items; whatever is in the best interest of the County. A pricing preferential will also be given to LOSB Suppliers as per Ordinance 324. This preferential pricing is also outline in detail in the Standard Terms and Conditions

13.0 PAYMENT SCHEDULE

Shelby County Government payment terms are NET 30 DAYS.

14.0 CONTRACTS REQUIRED

A contract is not required, but Purchase Orders will be issued to the successful vendor.

15.0 F.O.B. POINT

Memphis, Tennessee and delivered to locations as stated in attached Specification Item 4 inside/inplace

16.0 DEMONSTRATION OF EQUIPMENT REQUIRED

N/A

17.0 BID RESPONSE FORM AND ADDITIONAL INFORMATION:

The bid response forms, set out in Section IV, must be completed in full for the bidder to be considered for award. Bidders are encouraged to submit additional information that they feel might be useful to the County in evaluating proposals; however, Shelby County Government reserves the right to accept or reject for consideration, during evaluation of proposals, any minor variations.

18.0 EQUAL/EQUIVALENT PRODUCTS:

Equal or equivalent products will not be considered.

19.0 BIDDERS INQUIRIES:

Should bidders have questions regarding the bid specifications or general bid information, please contact Bob Brenner at the Shelby County Purchasing Department, 901-222-2257 or e-mail @ bob.brenner@shelbycountyttn.gov

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
TELEPHONE: (901) 222-2250

SEALED BID #I000378
DUE DATE: 04/14/2016
BUYER: BRENNER

GENERAL CONDITIONS AND INSTRUCTIONS

A. SCOPE:

The purpose of this bid is obtain pricing for Shelby County Government for the purchase of Fuel, Gasoline as well as Diesel, for the period July 1, 2016 to June 30, 2017 with the option to renew for two (2) additional one year periods (July 1, 2017 to June 30, 2018, and July 1, 2018 to June 30, 2019). It is estimated that this bid will represent annual expenditures in the amount of \$ 2,000,000.00; however, there is no dollar amount guaranteed to be purchased against this bid.

B. MINIMUM REQUIREMENTS:

As a part of doing business with Shelby County, each individual, company, or organization is required to obtain a vendor number and an "Equal Opportunity Compliance" certification number.

To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Conducting Business with Shelby County". The "Vendor Registration" link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (Applications for a vendor number are accepted online only.)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links "Department", "E" for the Equal Opportunity Compliance and "Contract Compliance Program". The "Contract Compliance Packet" link is in the

middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

C. DETAILED REQUIREMENTS:

1. All prices, other than posted rack prices, shall be firm for the award period unless otherwise indicated in the specifications.
2. Should deliveries not be made on time as outlined on our quotation sheet and defined by you, Shelby County Government has the authority to cancel any and all orders issued under this bid.
3. All bidders, by the nature of bidding on this requirement agree that an official of the Purchasing Department/and or using department(s) shall be able to inspect the bidder premises to verify their ability to enter into the agreement.
4. Any contracts/agreements/purchase orders which are entered into as the results of this bid shall contain and, be agreed upon. The specifications and requirements of this bid shall become a part of that agreement, contract or purchase order.
5. The buyer has the right to inspect all shipments of the supplies as to quality, and should those items not be of such quality as required by the specifications, then the buyer has the privilege to return said items at supplier's expense.
6. The Supplier shall expose all warranties in their bid proposal and these warranties shall and will become a part of the order.

7. The Supplier, by bidding these requirements and if they become the successful bidder, agree that all goods and materials are free of any lien, claim or encumbrance.
8. There shall be no assignment of payments to any third party unless expressly agreed to by the buyer in a separate written agreement.
9. All packaging and container costs shall be the responsibility of the seller and in accordance with specifications of the buyer.
10. The buyer is not subject to taxes and will remit a tax exemption form when requested.
11. The award of this bid to the successful bidder shall be governed by the laws of the State of Tennessee. The buyer represents that they have the authority to enter into this agreement.
12. The Supplier shall not be responsible for failure to provide materials or render services due to strikes, flood, fire.
13. Should the supplier established price for any item or service upon the date of delivery be lower than the price shown on the order resulting from this bid, then the buyer shall have the benefit of such lower price.
14. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
15. Bid respondents must be a licensed wholesaler of fuel for the Memphis, Tennessee area.
16. Delivery Driver must provide pump and pump fuel into in-ground tanks as required.
17. **Shelby County Government, Fleet and Sheriff's collectively or individually, shall have the right to annually negotiate**

a fixed price rate per gallon contract for both gasoline and diesel fuels if such rates would be in the best interest of the County or the individual areas.



SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
TELEPHONE: (901) 222-2250

SEALED BID #I000378
DUE DATE: 04/14/2016
BUYER: BRENNER

GASOLINE AND DIESEL FUEL SPECIFICATIONS

1. MATERIALS REQUIREMENTS:

Gasoline and Diesel Fuel

87 Octane Regular Unleaded Gasoline (E10) containing up to 10% Ethanol

*#2 Low Sulfur Diesel

*Note: A "winter mix" is added during the months of extreme cold.

2. ESTIMATED USAGE:

Quantities are estimated based on past usage. However, Shelby County Government does not guarantee any specific quantity to be purchased under this agreement.

Fleet Services & Sheriff Office - estimated annual usage:

Regular Unleaded Gasoline 87 Octane (E10)
920,000 Gallons

#2 Low Sulfur Diesel
125,000 Gallons

3. CANCELLATION

Either party may cancel the contract resulting from this bid with just cause. The party canceling the contract must provide the other party with written notification of cancellation at least thirty (30) days

prior to the effective cancellation.

4. DELIVERY POINTS

4.1 Delivery lead times shall be no more than 24 hours.

4.2 Delivery points are as follows with tank capacity as indicated:

Administration	160 North Main	-----	6,000 Diesel
Justice Center	201 Poplar Avenue	-----	12,000 Diesel
Jail Annex	271 Poplar	-----	20,000 Diesel
Fleet Services	6411 Haley Road	30,000 Gas	20,000 Diesel
Fleet Services	511 Alabama	15,000 Gas	8,000 Diesel
(511 Alabama has one tank with two compartments)			
Sheriff's Sub Station		5,000 Gas	-----
	11670 Memphis Arlington Rd.	(each 2 tanks)	

5. PRICING:

5.1 All pricing shall be at the point of delivery, in tank.

5.2 All pricing shall be net excluding local/state/federal taxes, and inspection fees.

5.3 PRICES QUOTED IN THE BID, SHALL BE YOUR RACK PRICE AS SHOWN IN THE OPIS REPORT FROM YOUR DESIGNATED REFINERY. VENDORS WISHING TO SUBMIT BIDS, MUST SUPPLY OPIS DAILY GASOLINE & DIESEL RACK PRICE REPORT FOR THE THURSDAY (4/7/16) BEFORE THE BID OPENING TO BE HELD ON THURSDAY 4/14/2016.

5.4 Any adjustment to the rack price quoted will remain firm throughout the term of the contract and any renewal period.

5.5 Current freight cost shall be quoted in your bid. Changes in the freight cost, if any, during the award period shall be based on changes in the published common carrier tariff for the product involved.

The contractor shall notify the County in writing at least thirty (30) days prior to the effective date of the change in freight cost and provide a copy of the applicable published tariffs to verify the additional freight cost requested.

- 5.6 The County's cost for product throughout the contract period and any renewal period will be determined by taking your refinery posted price and adding to it any adjustment and freight cost quoted in your bid.
- 5.7 Prices may fluctuate upward or downward during the contract period and any renewal period based on changes in the refiner's posted price.
1. Posted price shall be the actual price charged by your designated refinery.
 2. Posted price shall be verifiable based on price shown in OPIS gasoline and diesel rack price as per conditions stated in items #3 and #4 below.
 3. Refiners actual posted prices used as the basis for calculating Shelby County's cost should not exceed the posted price for your designated refinery on date of delivery, as shown in the OPIS gasoline and diesel daily rack price report.
 4. Refiner's actual posted price used to calculate Shelby County's cost shall not exceed the average posted prices as shown on the applicable OPIS gasoline and diesel daily rack price report for all refineries in the Memphis area on date of product delivery.
 5. The refiner's posted price shall not exceed the average posted price for all distributors within the Memphis area as listed in the applicable issue of the OPIS gasoline and diesel rack price report.
- 5.8 Notification of price changes based on Item 6.7 in the Section may be verbal; however, they must be confirmed in writing within five (5) days. Net gallons, not gross gallons, on the Bill of Lading from the carrier shall be used in calculating the price paid by Shelby County on the vendor's invoice. Request for increases to compensate for other increases in the vendor's cost of doing business will not be considered unless otherwise indicated in the specifications.
- 5.9 THE SUCCESSFUL SUPPLIER MUST BE RESPONSIBLE FOR AN INTERNAL REVENUE SERVICE BULLETIN (88-3) THAT CLARIFIES SECTION

6416 OF THE IRS CODE AS IT PERTAINS TO FEDERAL GAS TAX PAID BY STATE AND LOCAL GOVERNMENTS THE SUPPLIER MUST SELL TO THE COUNTY TAX EXEMPT AND FILE THE PAPER WORK FOR REFUND CREDIT.

6. CERTIFICATION & LOCATION:

- 6.1 The contractor, prior to the first delivery shall furnish the Shelby County Government with a certified test report, in triplicate, on the gasoline and diesel fuel to be supplied under this agreement.
- 6.2 Bidders are to state location of terminal from which product will be obtained.
- 6.3 Bidders must identify brand name of product being quoted.

7. INVOICES/PAYMENTS:

- 7.1 Invoices for payment, along with the applicable OPIS gasoline and diesel rack price report, shall be submitted to the using department. Invoices will be evaluated and paid using the following criteria:
- 7.2 All invoices submitted for payment shall show the applicable purchase order number and contract number as required by Shelby county Purchasing Department. Should this not be done, then the invoice will be returned to the vendor for proper identification.
- 7.3 Should the prices shown on any of the vendor's invoice not reflect the correct Refiner's posted price plus any adjustment and freight cost quoted, then the vendor will be notified by the County and must issue a corrected invoice or credit memo for any overcharge. Any applicable Terms for payment will be calculated from the date the credit memo or corrected Invoice is received by the County.

SEALED BID#I000378
DUE DATE: 04/14/16
BUYER: BRENNER

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 222-2250



SECTION IV
ATTACHMENTS 2
QUOTATION/BID RESPONSE FORM

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

A C WHARTON JR.
MAYOR



SHELBY COUNTY PURCHASING DEPT.

160 N. MAIN – SUITE 550
MEMPHIS, TENNESSEE 38103-1880
(901) 545-4360

REQUEST FOR QUOTATION		
NUMBER SB	I000378	DATE 3/21/16
<p>THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE.</p> <p>THIS IS NOT AN ORDER</p>		
<p>AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH DELIVERY OF PRODUCTS.</p>		

QUOTE NOT LATER THAN 2:30 PM 4/14/16	DATE DELIVERED REQ.	F.O.B.	REQUISITION NUMBER	REQUISITION DATE	BUYER B. BRENNER
---	---------------------	--------	--------------------	------------------	----------------------------

If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

405-09 FUEL, DIESEL
405-15 FUEL, GASOLINE

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>NOTICE TO BIDDERS:</p> <p>THIS IS OUR SEALED BID I000378, WHICH IS DUE NO LATER THAN 2:30 PM, THURSDAY, 4/14/16. THE "GENERAL TERMS AND CONDITIONS", AS OUTLINED IN SECTION II, ATTACHMENT 3, WILL TAKE THE PLACE OF THE "GENERAL BID REQUIREMENTS" SHOWN ON THE NEXT PAGE OF THIS REQUEST FOR QUOTATION FORM.</p> <p>IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR A "NO BID", WE WILL ASSUME YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED ABOVE, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.</p> <p>(SIGNATURE REQUIRED ON THIS PAGE)</p>		

THIS IS NOT AN ORDER

NOTE DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY			TOTAL →		
FIRM NAME		TELEPHONE NO.		DATE OF QUOTATION	
FEDERAL I. D. NO.		TERMS		DELIVERY PROMISED DAYS A.R.O.	
EFFECTIVE UNTIL	SIGNATURE		OFFICIAL TITLE		

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
TELEPHONE: (901) 222-2250

SEALED BID #: I000378
DUE DATE: 04/14/2016
BUYER: BRENNER

GASOLINE FUEL - TRANSPORT DELIVERIES

QUOTATION SHEET (CONT'D)

(COMPLETE AND RETURN THIS PAGE)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
1	REGULAR <u>UNLEADED</u> GASOLINE per the attached specifications:	
	*(a) Refiners Posted Price as shown in the OPIS gasoline and diesel rack price report for Thursday 4/7/16 before bid opening.	\$ _____/gal.
	*(b) Adjustment cost, if any, which will be added to or deducted from the Refiner's posted price during the contract period per gallon.	LESS (-) \$ _____/gal. Discount OR (+) \$ _____/gal. added
	*(c) Freight Cost for delivery to locations within Shelby County per gallon.	\$ _____/gal.
	(d) TOTAL PRICE PER GALLON REGULAR <u>UNLEADED</u> GASOLINE.	\$ _____/gal.

TRADE NAME, REFINERY, AND LOCATION OF TERMINAL FOR PRODUCT QUOTED

PLEASE ATTACH A COPY OF THE OPIS REPORT USED TO ESTABLISH REFINERS POSTED PRICE.

ARE YOU A LICENSED WHOLESALE OF FUEL FOR THE MEMPHIS, TENNESSEE AREA? _____

WOULD YOU BE WILLING TO NEGOTIATE A FIXED PRICING FOR GASOLINE FUEL? _____

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
TELEPHONE: (901) 222-2250

SEALED BID #: I000378
DUE DATE: 04/14/16
BUYER: BRENNER

DIESEL FUEL - TRANSPORT DELIVERIES

QUOTATION SHEET

(COMPLETE AND RETURN THIS PAGE)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
2	#2 Low Sulfur Diesel Fuel per the attached specifications:	
	*(a) Refiners Posted Price as shown in the OPIS gasoline and diesel rack price report for Thursday, 4/7/16 before bid opening.	\$ _____/gal.
	*(b) Adjustment cost, if any, which will be added to or deducted from the Refiner's posted price during the contract period per gallon.	LESS (-) \$ _____/gal. discount OR (+) \$ _____/gal. added
	*(c) Freight Cost for delivery to locations within Shelby County per gallon.	\$ _____/gal.
	(d) TOTAL PRICE PER GALLON #2 DIESEL FUEL.	\$ _____/gal.

TRADE NAME, REFINERY, AND LOCATION OF TERMINAL FOR PRODUCT QUOTED

PLEASE ATTACH A COPY OF THE OPIS REPORT USED TO ESTABLISH REFINERS POSTED PRICE.

ARE YOU A LICENSED WHOLESALE OF FUEL FOR THE MEMPHIS, TENNESSEE AREA? _____

WOULD YOU BE WILLING TO NEGOTIATE FIXED PRICING FOR DIESEL FUEL? _____

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 900, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
TELEPHONE: (901) 222-2250

SEALED BID #: I000378
DUE DATE: 04/14/2016
BUYER: BRENNER

GASOLINE SPECIFICATIONS
QUOTATION SHEET (CONT'D)

(COMPLETE AND RETURN THIS PAGE)

- *NOTE:**
- (a) The Refiner's posted price stated in this bid shall be that published in the OPIS daily gasoline and diesel rack price report for the Tuesday before bid opening. During the contract period the posted price may fluctuate up or down with the designated refiner's price, however, at no time may the posted price exceed the average posted price for all distributors within the Memphis Area as listed in the applicable OPIS gasoline and diesel rack price report. .
 - (b) Any adjustment to the rack price quoted will remain firm throughout the term of the contract and any renewal period.
 - (c) Additional cost for freight will be based on the common carrier tariff in effect at time of bid. Adjustments to freight cost during award period will require written notification and verification of change in published tariff (see Item.5.5)

ALL SPACES MUST BE FILLED IN ON THE QUOTATION FORM. STATE N/A (NOT APPLICABLE) RATHER THAN LEAVE A BLANK SPACE.

FIRM NAME

ADDRESS

QUOTED BY (PRINT NAME)

/_____
/SIGNATURE & TITLE

TELEPHONE NUMBER

F.O.B.

TERMS

PRICE EFFECTIVE UNTIL

DATE OF QUOTE